

Prepared by:

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR
DOWNTOWN DORAL SOUTH**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH is made and entered into this 2 day of November 2016 by and between CC Homes at Doral, LLC, a Delaware limited liability company, White Course Lennar, LLC, a Florida limited liability company, and CC-WCD TIC, LLC, a Delaware limited liability company (hereinafter, collectively, the "Developers"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developers are the owners of approximately 130.1± acres of land located east of N.W. 87th Avenue and north of N.W. 41st Street, within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit A (collectively, the "Property"); and

WHEREAS, the Property has historically been underdeveloped and operated as a unified development site, to wit: a golf course with associated uses, which is now intended to be redeveloped; and

WHEREAS, the Developers and the City mutually desire that the Property be developed as a mixed-use project as permitted in the City's comprehensive plan and zoning code (the "Project"); and

WHEREAS, the Property is currently designated and zoned Downtown Mixed Use (DMU) District on the City's Comprehensive Plan Future Land Use Map and under the City's Land Development Regulations and known as the White Course DMU Planned Unit Development; and

WHEREAS, the Project received approval as the White Course DMU project, pursuant to City of Doral Ordinance No. 2012-09, on March 28, 2012 (the "Original Approval"); and

WHEREAS, as part of the Original Approval, the City and the then Developer of the Property executed the Master Development Agreement between the parties, dated March 28, 2012, and recorded in Official Records Book 28099 at Page 22 of the Public Records of Miami-Dade County, Florida (the "Original Agreement"); and

WHEREAS, the Developers and the City desire to amend the Original Agreement in and, where no change is proposed, restate those certain terms and conditions relating to the proposed redevelopment of the Project within the Property, and

WHEREAS, the Developers wish to rename the Project to be Downtown Doral South, given its proximity to Downtown Doral and the Developers' intention to integrate Downtown Doral South with the Downtown Doral project, and

WHEREAS, the Original Approval was modified by City of Doral City Council pursuant to Ordinance No. 2016-18 on May 18, 2016 (the "First Amended Approval"); and

WHEREAS, the First Amended Approval was issued following a recommendation by the City's Land Planning Agency on May 11, 2016, first reading by the City Council on May 11, 2016, and second reading by the City Council on May 18, 2016; and

WHEREAS, this Amended and Restated Master Development Agreement For Downtown Doral South (the "First Amended Agreement") is intended to and shall terminate the effectiveness of the Original Agreement and shall constitute the sole master development agreement among the parties pursuant to Section 68-708 of the City's Land Development Code and Chapter 163 of Florida Statutes ; and

WHEREAS, the First Amended Approval includes the approval of an amended and restated pattern book that illustrates the urban design and appearance of the Project pursuant to Sections 68-707 and 68-708 of the City's Land Development Code; and

WHEREAS, the Developers intend to develop the Project with the following maximum program of planned uses or an equivalent combination of uses up to:

- 2,209 Residential dwelling units;
- 30,000 square feet of Retail/Commercial/Restaurant use;
- 150,000 square feet of Office use;
- Up to 7 acres of land for School and Performing and Visual Arts Auditorium/Civic use, wherein said school is intended to accommodate 1,300 student stations in grades 6-12; and
- 7.6± acres of Publicly Accessible Recreational land.

WHEREAS, this First Amended Approval represents an elimination of 164,790 square feet of Civic/Municipal Use; a decrease of Residential use of 500 dwelling units; a decrease of 130,748 square feet of Retail/Restaurant use; a decrease of 700,805 of Office use; a decrease of Publicly Accessible Recreational land from 10.1 acres to +/-7.6 acres; and an increase in the School and Performing and Visual Arts Auditorium/Civic uses from 2.5 acres to +/-7 acres; and

WHEREAS, the Developers and City wish to establish certainty as to the ultimate development of the Project; and

WHEREAS, the Developers intend to develop the Project as provided in the First Amended Pattern Book; and

WHEREAS, the parties mutually agree that, upon the Effective Date of this amendment and restatement of the Original Agreement, the Original Agreement shall be automatically terminated, extinguished and of no further force and effect.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developers and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this First Amended Agreement are hereby deemed a part hereof.
2. Definitions.
 - a) "Adopting Ordinance" is City of Doral Ordinance Number 2016-18, which approved the rezoning of the Property to DMU and also referenced to herein as the "Amended and Restated Approval," as said Adopting Ordinance may be amended from time to time.
 - b) "Comprehensive Plan" means comprehensive plan adopted by the City pursuant to Chapter 163, Florida Statutes ("F.S."), meeting the requirements of Section 163.3177, F.S., and Section 163.3178, F.S., which has been sent to the Department of Community Affairs as of the Effective Date.
 - c) "Developers" means the person(s)/entities undertaking the development of the Property, as defined in the preamble to this First Amended Agreement, means the entity identified as Developers in the preamble to this First Amended Agreement, and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from Developers pursuant to sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as Developers hereunder by Developers pursuant to an express written assignment. Upon execution and recordation of such an assignment, the assignee will be deemed the Developers hereunder to the extent set forth in such assignment in conformance with the terms of the assignment.
 - d) "Development" is as defined in section 380.04, Florida Statutes and, further, shall include the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land.
 - e) "Development Permit" is as defined in Section 163.3221, Florida Statutes and includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
 - f) "Effective Date" of this instrument is the latter of the date of recordation of this instrument upon execution by the Developers and the City and the date which the

Adopting Ordinance has been finally approved and upon the expiration of all appeals and challenges thereto.

- g) "Governing Body" means the City Council for the City of Doral or any other chief governing body of a unit of government which exercises regulatory authority and grants Development Permits for land development.
- h) "Impact Fee Credit(s)" means the present value of past, present or future provisions made by new developments for the cost of existing or future capital improvements, infrastructure or dedications, including but not limited to contributions-in-lieu-of-fees as such are defined in the City of Doral Code and Miami Dade County Code.
- i) "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.
- j) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the Development or construction upon land in effect as of the Effective Date.
- k) "Laws" means all ordinances, resolutions, regulations, Comprehensive Plans, Land Development Regulations, and rules adopted by a local government affecting the development of land.
- l) "Local Government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants Development Permits for, Development.
- m) "Pattern Book" is the document provided as part of the Application, entitled "Downtown Doral South", dated March 2016 which shall regulate the nature of the streets and blocks, establish building sites within the Property, and define the urban design vocabulary, such as setbacks, heights, parking requirements, massing, building envelopes and other Development parameters, which shall govern the administrative review of each detailed Development Site Plan for the Project. A copy of the Pattern Book is attached hereto as Exhibit B.
- n) "Project" means the Development of up to 2,209 residential dwelling units; up to 150,000 square feet of office use; up to 7 acres of school and/or performing and visual arts auditorium/civic use wherein said school is intended for 1,300 student stations in grades 6-12; up to 30,000 square feet of retail/commercial/restaurant use (provided that this retail/commercial use may include office space); and +/-7.6 acres of publicly accessible recreational land, along with all appropriate related and associated ancillary uses, or an equivalent combination of uses.

- o) "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.
 - p) "Occupancy Threshold" occurs upon the issuance of the certificate of use and occupancy for the portion of the Project that will result in the 51st percent of net new two-way PM peak hour external vehicular trip (603 trips) from the Project as calculated using the trip generation rates attached hereto as Exhibit C.
 - q) "Project Approvals" are the First Amended Ordinance, the First Amended Pattern Book, this First Amended Agreement, the City's Comprehensive Plan and Land Development Regulations as of the Effective Date and as further defined in Paragraph 6 herein.
 - r) "Planning and Zoning Director" is the Director of the Planning and Zoning Department for the City of Doral, Florida, her/his successor and/or designee.
 - s) "Regulating Plan" is that conceptual master development plan included as part of the Pattern Book, as approved by the City pursuant to its adopted LDRs, and which regulates the nature and development of the streets and blocks, establishes building sites within the Property and shall govern the administrative review of all detailed development Site Plans for the Project.
 - t) "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approvals or as defined in Section 5(a) of this First Amended Agreement.
 - u) "Utility" includes any person, firm, corporation, association or political subdivision, whether private, municipal, county or cooperative, which is engaged in the sale, generation, provision or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service.
3. Intent. It is the intent of the Developers and the City that this First Amended Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 5 of the Land Development Regulations and as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.
4. Effective Date and Duration.
- a) This First Amended Agreement shall become effective on the Effective Date. The First Amended Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of twenty (20) from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an instrument has been recorded agreeing to release, amend or modify this Agreement in whole, or in part, as provided below.

- b) The time frames set forth in this First Amended Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, force majeure event, litigation or challenges that materially limit the ability of the Developers to continue the development of the Project.

5. Permitted Development Uses and Building Intensities.

- a) Permitted Development Uses. The Project Approvals are the binding development guidelines for the Property. A list of the documents which comprise the Project Approvals are attached hereto as Exhibit D. The official Project Approval documents are on file with the City. In granting the Project Approvals, the City Council has determined that the Project meets the creative excellence standards set forth by Chapter 86, Article IV of the Land Development Regulations. The Project will be comprised of the following program of uses hereinafter referred to as the "Development Program":

- 2,209 Residential dwelling units;
- 30,000 square feet of Retail/Commercial/Restaurant use;
- 150,000 square feet of Office use;
- Up to 7 acres of land for School and Performing and Visual Arts Auditorium/Civic use, wherein said school is intended to accommodate 1,300 student stations in grades 6-12; and
- +/-7.6 acres of Publicly Accessible Recreational land.

The Development Program for the Project reflects a mixed-use development including residential, office, retail/commercial, and civic uses or an equivalent combination of uses (the "Initial Adopted Development Program"). Project development shall be limited to those land uses and uses accessory and ancillary thereto. The total impact of all development in the Project based on the Initial Adopted Development Program is projected to generate 1,181 net new two-way PM peak hour external vehicular trips, using the rates contained in the latest published edition of the ITE Trip Generation Manual (see representative trip generation rates provided in attached Exhibit C; "Representative Trip Rates").

The City has determined and the Developers agree that this Project:

- (1) is consistent with the City's Comprehensive Plan; and
 - (2) has been approved in accordance with the City's Land Development Regulations.
- b) Density, Building Heights, Setbacks and Intensities. The maximum residential density allowed within the DMU zoning district for the Project is 25 units per gross acre and the Project population, based on 2,209 residential dwelling units, is estimated as 7,290 residents. The maximum building height shall be 8 stories. Setbacks, architectural controls, and intensities for all Development within the Project shall be regulated by the Project Approvals.

- c) Residential Unit Type Mix. Currently, the Project Approvals provide for the development of single family detached, single family attached (including townhomes), and multi-family unit types (including assisted living, independent and age restricted). The Developers reserve the ability to modify the mix of the residential dwelling unit types to convert the mix of unit types between multi-family units and single-family detached and attached units (including townhomes) so long as said modification does not result in an overall increase of residential density for the Project or additional net new two-way PM peak hour external vehicular trips. Any reduction of residential density of the Project resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approvals, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.
- d) Other uses. The Office and Retail/Commercial/Restaurant uses may include, but not be limited to, those uses allowed in the Corridor Commercial zoning district, and other similar uses such as hotel and medical (including urgent and emergent care).
- e) Upon the Effective Date of this First Amended Agreement, the City confirms and agrees that the Property may be developed and used for the purposes established by the Project Approvals, provided the actual Development is substantially consistent with the City's Comprehensive Plan and conforms to the Land Development Regulations in effect as of the Effective Date. Until such time as the Project is built-out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

6. Project Approvals.

- a) Further Development Review. The Project Approvals establish the criteria upon which the Project shall be developed during the Term and set forth the sole and exclusive limitations upon the Development of the Project.
 - i) Consistent with the foregoing, prior to the issuance of any Development Permit for any Development within any portion of the Property, the Developers shall submit a Site Plan for administrative site plan approval by the City's Planning and Zoning Director for any proposed building. Site Plans for individual building sites shall be designed to generally conform to the Project Approvals. In addition, each Site Plan for residential building(s) shall include a schedule which shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit shown on the Site Plan for that residential building. The administrative site plan approval process shall not prohibit development of any Site Plan so long as the development and height of the structures within the Development subject to the Site Plan are in substantial compliance with the Project Approvals.
 - ii) In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render its decision by notifying the Developers and the

property owner of the affected parcel in writing by certified mail, overnight express delivery or hand delivery. Such written notice shall expressly provide the reasons that the Site Plan has been disapproved. The Developers, or their assigns, have the right to appeal the administrative decision directly to the City Council, for the City Council to determine whether the Planning and Zoning Director erred in the decision to deny the approval of the Site Plan based on the plan's conformance with the Project Approvals, the Land Development Regulations in effect as of the Effective Date, the applicable designations in the City's Comprehensive Plan in effect as of the Effective Date. Any such appeal must be filed with the City Clerk within thirty (30) days of rendition of the denial of the Site Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developers requesting such hearing by the City Clerk, which appeals the decision of the City administrator.

iii) Downzoning. For the Term of this First Amended Agreement, the City shall not downzone or otherwise limit the ability of the Developers to develop this Property in accordance with the Project Approvals which are in effect as of the Effective Date, consistent with this First Amended Agreement, and nothing shall prohibit the issuance of further development orders and approvals in conformity with same.

7. Public Services and Facilities; Concurrency. For the purposes of concurrency review, it is hereby found that, throughout the Term of this First Amended Agreement, sufficient infrastructure capacities will be reserved and remain available to serve this Project. All subsequent Development Permits sought to be issued which are in general conformity with the Project Approvals are hereby found to meet concurrency standards set forth in the Comprehensive Plan as such standards may be amended from time to time (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Developers develop the Property in substantial compliance with the terms and conditions contained within the Project Approvals in effect as of the Effective Date.
8. Local Development Permits. The development of the Property as a mixed-use project in accordance with the Project Approvals is contemplated by the Developers. The City shall approve certain additional Development Permits in order for the Developers to develop the Project in a manner consistent with the Project Approvals, such as:
 - (1) Site Plan approvals;
 - (2) Land Improvement Permits;
 - (3) Subdivision plat and or waiver of plat approvals;
 - (4) Water, sewer, paving and drainage permits;
 - (5) Covenant or Unity of Title acceptance or the release of existing unities or covenants;

- (6) Building permits;
 - (7) Certificates of use and/or occupancy; and
 - (8) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.
9. Consistency with Comprehensive Plan. The Property is designated DMU and Urban Central Business District ("UCBD") on the Future Land Use Map of the existing Comprehensive Plan. As noted above, the City hereby finds that the Development of the Property and completion of the Project in general conformity with the Project Approvals is consistent with the City's Land Development Regulations and Comprehensive Plan designation as of the Effective Date and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and for the duration of the Term.
 10. Pattern Book. As part of its application seeking the Project Approvals, the Developers have submitted the Downtown Doral South Pattern Book ("Pattern Book"). A copy of the Pattern Book is attached hereto as Exhibit B and a copy may be viewed at the Government Offices of the City of Doral located at 8401 N.W. 53rd Terrace, Doral, Florida 33166, or such other City government office should the City relocate. The Pattern Book is incorporated into this First Amended Agreement as a guideline for Development of the Property, and may not be amended unless approved by the parties to this First Amended Agreement, or their assigns, in accordance with the City's regulations.
 11. Maintenance of Common Areas. The privately-owned common areas of the Property shall be maintained by the Developers, a property owners' association or multiple property owners', homeowners' or condominium associations, or a community development district ("CDD"). Any portion of the Property that is dedicated to a Governmental Body with jurisdiction over the Property for a proper public purpose may, but shall not be required to, be subject to any property owners', homeowners' or condominium associations or community development district established for such purpose. The residential portion(s) of the Property shall be maintained by the Developers, its successor or assigns, a property owners', homeowners' or condominium association or community development district. The commercial, office, and hotel portions shall be maintained by a property owners' association. The condominium or homeowners' and/or property owners' association(s) shall belong to a master association for the Property. Substantial amendments to the maintenance provisions of the master association documents shall require review by the Planning and Zoning Director or his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the Property is properly maintained.
 12. Necessity of Complying with Local Regulations Relative to Development Permits. The Developers and the City agree that the failure of this First Amended Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this First Amended Agreement shall not relieve Developers from complying with the regulations governing said permitting requirements, conditions, fees, terms or restrictions

as long as compliance with said regulation and requirements do not require the Developers to develop the Property in a manner that is inconsistent with the Project Approvals.

13. Infrastructure and Impact Fees. The impact fee requirements applicable to the Property are those that are in effect as of the effective date of the Original Agreement and Original Approval (as reflected on Exhibit E). It is agreed and understood by the parties that no other impact fees other than those listed will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City or otherwise be applied to the Development of the Project during the Entire Term of this First Amended Agreement. The City and Developers shall coordinate their efforts to derive the maximum benefit of any impact fee payments in favor of the Project and the City. In that regard, the parties shall use their commercially reasonable efforts to apply impact fees in the following manner:

a) Transportation Improvements.

- i) On-Site Roadways. In order to develop the Project in conformance with the Project Approvals, certain on-site roadway construction, expansion, renovation or improvement may be required. The construction or causing of construction of On-Site Roadway Improvements shall be the responsibility of the Developers. Certain On-Site Roadways may be public streets to be dedicated to the City or other public or quasi-public entities such as a CDD, in accordance with its public roadway standards and widths, while certain others will be private drives and operated as common-areas within the Project. The Developers and City agree that the initial determination as to whether such On-Site Roadways are to be dedicated to the public or owned and maintained privately shall occur no later than final plat approval for that portion of the Property covered by any plat. Nothing herein shall prohibit the dedication of private streets and infrastructure to the City at a later date. Additionally, all required improvements herein shall be subject to approval of any and all governmental entities with jurisdiction over such improvements. The failure to obtain governmental approvals shall not constitute default of this Agreement on the part of the Developers. It is also acknowledged that Developers may provide an acceptable surety to secure the improvements required herein.
- (1) Design and Construction. Design and construction of On-Site Roadways shall be conducted generally in accordance with the configurations provided in the Pattern Book.
- (2) Pavement Texture and/or Color. Textured and/or colored pavement shall be incorporated throughout the Project at locations shown within the Pattern Book to create uneven surfaces for vehicles to traverse and to emphasize pedestrian crosswalks.
- (3) Alignment of Public Drives. Public driveways within the Project shall be aligned with driveways on opposing sides of internal road to the maximum extent feasible.

- (4) **Bicycle Friendly Design.** All proposed internal public roadways will be designed as bicycle friendly and bicycle amenities, such as bicycle racks, will be provided throughout the Project.
- (5) **Completion time for On-Site Roadway Improvements.** Unless otherwise provided or mutually agreed to in writing by the parties, said On-Site Roadway Improvements, or portions thereof, shall be timed to be completed or caused to be completed, at a minimum, prior to the issuance of the certificate of occupancy issued for any new structures constructed along the roadway frontage for said structure and, where an additional dedication is required for public roadways, the right of way and improvements shall be dedicated to the City upon completion of the roadway construction. The parties agree to work cooperatively to stage On-Site Roadway Improvement construction projects in a manner that will reasonably minimize disruption to traffic patterns, including extending time-frames for completion where appropriate. The On-Site Roadway Improvements for each phase of construction shall be shown on the Administrative Site Plans submitted to the City for its approval. On-Site Roadway Improvements shall not be required for any land beyond the boundaries of the Property shown on each individual Site Plan up to the centerline of abutting roadways surrounding the Project.
- (6) **Right-Of-Way Dedications.** Those certain roadways identified as “Main Boulevard,” “Entry Road,” and “Spine Road” on the Circulation Plan provided in Section 1.13 of the Pattern Book shall be dedicated by the Developers or owners of the Property to the City or other public or quasi-public entities as public rights-of-way. Nothing herein shall prohibit the dedication of other roads, streets, alleys, and mews constructed within the Project to the public or quasi-public entities as public rights-of-way. Said dedications shall be made by plat or instrument, as appropriate.
- (7) **Notwithstanding the foregoing,** prior to the issuance of the final certificate of occupancy for the structure that will result in the Project traffic exceeding the Occupancy Threshold, the Developers shall construct or cause the construction and have open to traffic the Spine Road, or alternate roadway as approved by the City of Doral Public Works Department, as shown on the Circulation Plan provided in Section 1.13 of the Pattern Book.
- (8) **Intersection of NW 41st Street and NW 82nd Avenue.** Prior to issuance of a certificate of occupancy for any portion of the Project that exceed the Occupancy Threshold (simultaneously with the construction of the internal collector road provided in section 13(a)(i)g, above) Developers shall construct or cause to be constructed a new southbound approach lane at the intersection of NW 41st Street and NW 82nd Avenue that will serve as one of the gateways to the Project. Developers shall also construct or cause to be constructed westbound and eastbound left turn lanes and will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal at this intersection. If said signal is not warranted, then the Developers are relieved of any obligation to construct a signal at this location. If

said signal is warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developers shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developers shall install the signal within two years after the date of completion of the warrant study subject to the approval of Miami-Dade County.

- (9) NW 48th Way. The Developers shall design the roadway network within the northeast portion of the Property to include sufficient area to accommodate an approximately forty foot (40') right of way connection to NW 48th Way and shall design same to facilitate an exit (which may include a secured gate, at the Developers' discretion) from the Property through the adjacent property to NW 79 Ave. The Parties acknowledge that the Developers' design and dedication of said right-of-way is contingent upon the City reaching an agreement for acquiring right-of-way from abutting and adjacent property owners located east of the Property. The City shall have twelve months from the Effective Date to acquire an interest in the adjacent property sufficient to support traffic egress from the Property to be used for traffic egress from the Property. Within six months from the Effective Date the City shall make a determination as to whether it will proceed with the acquisition and to acquire sufficient portions of NW 48th Way between the Property and NW 79th Avenue. The City shall notify the Developers in writing of its determination by the deadline set forth herein. Then, if an interest in the adjacent property is acquired by the City, the Developers shall construct improvements necessary to connect to the off-site portion of NW 48 Way. If the City does not acquire the portion of NW 48th Way between the Property and NW 79th Avenue necessary to accommodate the egressing traffic from the Project within twelve (12) months of the Effective Date, then the Developer is under no obligation to design or operate an exit at this location.
- ii) Off-Site Roadways. In order to address the impacts of the Project on the City, Miami-Dade County (the "County") and regional roadways, the Developers have prepared a transportation analysis and, accordingly, agrees to address and, as appropriate, provide Off-Site Roadway Improvements to the area roadway network. The following list of Off-Site Roadway Improvements shall be provided at some appropriate time (as either set forth below or, if not, then as determined by a subsequent agreement between the Developers and the City's Public Works Director, but not to exceed the cost of the improvements listed herein) during the development of the Project. The proposed Off-Site Roadway Improvements are as follows:
- (1) NW 41st Street. The City is in the process of improving NW 41st Street between NW 79th Avenue and NW 87th Avenue and plans have been prepared for the design of said improvements (the "41st Street Improvements"). To the extent that the City constructs the 41st Street Improvements, the Developer agrees to reimburse the City for such improvements for the actual costs of construction for the portion of the 41st Street Improvements on the north side of NW 41st Street

that abuts the Property (which may include the north half of roundabout at NW 41 Street and NW 82 Avenue). Such reimbursements would be paid to the City in two separate and equal installments. The first installment shall be made prior to the issuance of the first building permit for vertical construction of the structure that will result in the Project traffic exceeding the Occupancy Threshold. The second equal installment shall occur prior to the issuance of the final certificate of occupancy for the structure that will result in the Project traffic exceeding the Occupancy Threshold. It is specifically acknowledged by the City that, at a minimum, a portion of this is an off-site improvement within existing rights of way and that the City will support the Developers in any application to seek a determination by Miami-Dade County for impact fee credits or contribution in lieu of fee for the funding of the 41st Street Improvements.

- (2) Intersection of NW 58th Street and NW 79th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates the first net new two-way PM peak hour external vehicular trip above the Occupancy Threshold, the Developers shall construct or cause to be constructed the reconfiguration of the northbound approach to one combined left and through lane plus two exclusive right turn lanes, and the addition of northbound right turn signals at this intersection subject to the approval of Miami-Dade County.
- (3) Intersection of NW 36th Street and NW 82nd Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates the first net new two-way PM peak hour external vehicular trip above the Occupancy Threshold, Developers shall construct or cause to be constructed a new southbound right turn lane, as long as sufficient right of way is available and adjacent sidewalks are not required as a condition of the permit for this improvement.
- (4) Intersection of White Course Boulevard and NW 87th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates the first net new two-way PM peak hour external vehicular trip above the Occupancy Threshold, Developers will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal and an intersection analysis that supports the corresponding median opening. If said signal is not warranted, then the Developers is relieved of any obligation to construct a signal at this location. If said intersection analysis supports the median opening and a signal is warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developers shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developers shall install the signal within one year after the date of completion of the warrant study subject to the approval of Miami-Dade County.
- (5) Signal Timing Adjustments. It is acknowledged by the Parties that the Original Agreement contemplated the adjustment of traffic signal timing by the Developers at the following intersections:

1. NW 36th Street and NW 79th Avenue
2. NW 41st Street and NW 79th Avenue
3. NW 58th Street and NW 79th Avenue
4. NW 36th Street and NW 82nd Avenue
5. NW 36th Street and NW 87th Avenue
6. NW 41st Street and NW 87th Avenue

The Developers will assess and adjust signal timing at said intersections, as may be appropriate, following the issuance of a certificate of occupancy for any portion of the Project that generates the 900th net new two-way PM peak hour external vehicular trip.

iii) Trolleys and Bus Stops.

- (1) Trolleys. Prior to the issuance of the first certificate of occupancy for the Occupancy Threshold, the Developers shall provide the City with a cash contribution (not to exceed \$360,000) for the purchase of two (2) passenger trolleys (the "Cash Contribution") to be operated by the City as part of its transit system on a downtown circulator route serving the Project along a route that is mutually acceptable to the Parties. Trolley stops and benches may be provided within the Project to the extent service can be coordinated with the City. Trolley stop locations shall be determined at the time of site plan review for each phase of Development. The Cash Contribution is not needed for the Project to satisfy concurrency requirements.
 - (2) Bus Stops. There shall be a minimum of four (4) bus stops, which may also serve as trolley stops, installed at various locations within and throughout the Property. The specific design and location shall be determined at the time of Site Plan approval. It is understood that the location and size of such bus stops shall be sufficient to allow for the installation of a shelter/covered waiting area by the City, and of a design that is mutually acceptable to the Parties. Upon the construction of any roadway adjacent to a pre-designated bus stop, the Developers shall construct and convey such bus stops to the City but is not obligated to provide any shelter/covered waiting area. This improvement is not needed for the Project to satisfy concurrency requirements.
- iv) Alternative Roadway Improvements. The parties agree that the performance and construction of the referenced On-Site, Off-Site, Trolley and Bus Stop transportation improvements ("Transportation Improvements") reflected in Exhibit F may change over time, that same have a projected cost of \$3,479,813.35 and that the Developers shall be responsible for these Transportation Improvements or alternative Transportation Improvements valued up to and not to exceed that amount. In the event that the Transportation Improvements are completed by any entity(s) other than the Developers (their successors, agents and/or assigns), then the parties agree that the Developers shall construct or cause the construction of a different improvement of similar cost, upon mutual agreement of the parties.

- v) Construct or Cause the Construction/Completion or Cause to be Completed of the foregoing Transportation Improvements shall be construed to include/constitute the actual construction by the Developers, their successors, agents or assigns; by the City; or by the provision of a cash payment, a bond, letter of credit or other acceptable surety for said Transportation Improvement.
 - vi) Timeframes. All the foregoing time-frames for all Transportation Improvements detailed in this Paragraph may be extended by the City of Doral Public Works Director, following a showing of good faith efforts by the Developers to satisfy same, or based on a reasonable showing by the Developers that such a delay is reasonable and appropriate for purposes of accomplishing the goals of the City and the Project.
 - vii) Roadway Impact Fees. The Project will be subject to Miami-Dade County and City of Doral Roadway impact fee requirements as provided in Chapter 33-E of the Miami-Dade County Code and Chapter 65 of the City's Land Development Code, respectively. The City and Developers acknowledge that the Cash Contribution and certain Off-Site Roadway Improvements contained herein may constitute a contribution in lieu of fee and/or credit against the roadway impact fees pursuant to the City of Doral or Miami-Dade County roadway impact fee ordinances. It is understood that the Cash Contribution and those certain Off-Site Roadway Improvements may not be required to satisfy concurrency requirements and may be eligible for contribution-in-lieu of impact fee credits from the City or County. The City agrees to work with and support any applications by the Developers to obtain contribution-in-lieu of impact fee credits from Miami-Dade County pursuant to Section 33E-9, Miami-Dade County Code of Ordinances. Subject to the conditions set forth below, the Developers hereby agree, prior to the issuance of a Development Permit for each new building, to provide a bond, letter of credit or other surety in a form mutually acceptable to the City, the County and the Developers, in an amount equal to that portion of the estimated roadway impact fees to be paid by the Developers for that particular building.
- b) Recreation Sites and Cultural Affairs Contribution.
- i) Civic Parcel. The Project is contemplated to include up to 7 acres of school and/or performing and visual arts auditorium/civic use (the "Civic/School Site"). Within six (6) months of the Effective Date, the City, Developer and Miami Dade School Board or developer shall commence efforts to prepare plans, design and agreements for the Civic/School Site that would encourage practical joint use of infrastructure and facilities. The portion of the 7 acre site that is not utilized for a school (the "Civic Parcel") shall be conveyed to the City within one (1) year of the Effective Date, unless such date is extended through mutual agreement of the Parties or if the Developer is unable to obtain a reasonable and timely agreement from the School Board or developer as to the configuration of the school portion of the Civic/School Site. The Civic Parcel land area shall constitute no less than 2.75 acres. The Civic Parcel is located on property that was historically used for agriculture and, subsequently, operated as a golf course. The operation and

management of both of the prior uses regularly and routinely involve the legal application of various fertilizers, insecticides, and herbicides. The preparation of the property for post golf course use will involve remediation of both soil and groundwater under the regulatory supervision of Miami Dade County, possibly resulting in restrictions on the use of groundwater and subsurface soils, and the recordation of a Covenant confirming the restrictions. The Civic Parcel shall be filled and graded by the Developers prior to conveyance. Upon acceptance of the Civic Parcel, the City shall have two (2) years to complete preliminary improvements to the Civic Parcel (including but not limited to sod and landscaping) and shall maintain the Civic Parcel as, at a minimum, a passive green space.

- ii) Cultural Affairs Contribution. Under the Original Agreement, an amphitheater was contemplated as part of the Project. In lieu of the amphitheater contemplated by the Original Agreement, the Developers agree to contribute five hundred thousand dollars (\$500,000) to the preparation of plans for the improvement of the cultural arts pavilion programmed for the Triangle Parcel in Downtown Doral (2016 Folio Number 35-3022-032-0090; legally described in Exhibit G) within one year of the Effective Date and one million dollars (\$1,000,000) for the construction of such structure (the "Cultural Affairs Contribution"). The Cultural Affairs Contribution shall be made by the Developers no later than within sixty (60) days following the issuance of a building permit for vertical construction for said cultural arts pavilion.
- iii) Publicly Accessible Recreational Land. The Developers shall also design the Project to include a minimum of 7.6 acres of Publicly Accessible Recreational land. Said land may be privately owned or may be dedicated to an appropriate governmental or quasi-governmental entity at the sole discretion of the Developers.
- iv) Parks and Recreation Impact Fees. The dedication of the Civic Parcel and any Publicly Accessible Recreational land that is dedicated to a governmental or quasi-governmental entity shall qualify for Parks and Recreation Impact Fee contribution in lieu/credits.

Until such time as the Civic Parcel conveyance and Cultural Affairs Contribution has been made and impact fee credits have been assigned to the Project by the City, the Developers shall provide a bond, letter of credit, or other surety in a form mutually acceptable to the City and Developers, for an amount equal to that portion of the Parks and Recreation Impact Fee to cover the cost of the Parks and Recreation impacts generated by building permits sought for residential buildings. Once the conveyance of the Civic Parcel has occurred and the Cultural Affairs Contribution has been made, the City shall issue building permits in conformity with its Parks and Recreation Impact Fee, based on credits granted for the Civic Parcel dedication and Cultural Affairs Contribution and no further surety shall be required to address Parks and Recreation Impact Fee obligations for the issuance of a building permit within the Project. Said surety shall be released by the City

within sixty (60) days following the conveyance of the Cultural Affairs Conveyance.

- c) **School Site / School Impact Fees.** It is expressly understood that this Project is subject to both Miami-Dade County School Impact Fees and School Concurrency regulations. In that regard, the Developers understands that the Property will be platted in its entirety in the future and, prior to final plat approval the City and Miami Dade County School Board will determine the Project's concurrency status, in accordance with the interlocal agreement between the City and Miami Dade Public Schools (the "School Board").

An approximately seven (7±) acre Civic/School Site is contemplated on the Conceptual Master Plan in the Pattern Book (a portion of Phase 2B). The Developers agree that, in order to address the impacts of the Project on educational facilities, the Developers shall provide a site for use as a public, charter, or private school, unless mutually agreed to by the Developers and the City (the "School Site"). The Developers and City recognize that the determination whether this School Site may be conveyed to the Miami-Dade County School Board for use as a public or charter school, or anyone else, as a private or public/charter school will likely occur following the granting of the Public Approvals, and most likely at the time of final plat approval. It is expressly agreed by the City and Developers that the School Site may be used for a public/charter or private school. Failing that, if the School Board and City determine that neither wants the School Site for use as a public/charter school, it may be used for either a private school or for residential use at a scale, orientation and density consistent with the adjacent parcels to the east and west (provided that the maximum residential density for the Project does not exceed 2,209 dwelling units), recreation, office or retail uses (also in accordance with the Project program). The Developers are not obligated to convey the School Site to the School Board or the City, unless it receives a credit or contribution in lieu of fee pursuant to the County's Educational Facilities Impact Fee or School Concurrency regulations, though it may do so at its sole discretion. It is expressly understood that the Developers may elect, instead, to address the educational facility impacts of the Project in any manner available under law.

14. **Alternative Commuter Programs.** In order to further address the impacts of the proposed Project on the City and regional roadways, the Developers shall encourage notification of alternative commuter options. The Developers shall provide alternative commuter program information to its contractors and employees during construction. The alternative commuter program information shall, in good faith, promote the following, as may be reasonably available:

- a) **Marketing and Transit Information Programs.** Transit and traffic congestion marketing and educational programs obtained from South Florida Commuter Services (SFCS), the City of Doral and Miami-Dade County will be distributed to owners of commercial and office buildings to promote travel reduction strategies for employees. Some of the programs offered by the SFCS include transit, ridesharing, carpooling and vanpooling matching services, and emergency ride home.

- b) **Preferential Parking.** Provision of preferential parking spaces and treatments for carpool and vanpool vehicles to be designated within close proximity to the main entrances of commercial and office buildings.
 - c) **Work Hours and Telecommuting.** Provide to commercial and office building owners documentation promoting the following strategies with the purpose of spreading the demand for travel at peak-periods.
 - i) **Staggered Work Hours.** Different work groups are assigned to begin work at different times.
 - ii) **Flex-Time.** Employees are allowed to choose their own working schedules within company guidelines.
 - iii) **Compressed Work Week.** Employees are allowed to work four ten-hour days.
 - iv) **Telecommuting.** The Developers will encourage commercial and office tenants to promote employees working from home or at satellite offices.
 - d) **Bicycle Facilities.** The Developers will provide additional width for bicyclists along the Main Boulevard, Entry Road, and Spine Road pursuant to Chapter 4 of the Pattern Book. Bike racks will be provided at selected locations within the Project.
15. **Reservation or Dedication of Land.** Except as otherwise provided herein and pursuant to applicable subdivision regulations and the reservations of land described in this First Amended Agreement, the Developers shall not be required to dedicate or reserve any land within the Property for public purposes. Those parcels shown for such uses in the Pattern Book, which are not used for such purposes, may be developed for those uses consistent with the adjacent parcels shown in the Pattern Book and Project Approvals.
16. **Reservation of Development Rights.** For the Term of this First Amended Agreement, the City hereby agrees that it shall permit the Development of the Project in accordance with the Project Approvals and existing laws and policies as of the Effective Date of this First Amended Agreement, which are or may be applicable to the Property, and subject to the conditions of this First Amended Agreement. The Property shall not be subject to downzoning, unit density or commercial or office intensity reduction or any other limitation upon the Development rights in effect upon the Effective Date of this First Amended Agreement and during the Term of this First Amended Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the City's Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits.

The expiration or termination of this First Amended Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developers or their successors or assigns to continue development of the Project in conformity with all the Project Approvals and all prior and subsequent Development Permits or Development

Approvals granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan and Land Development Regulations.

17. **Binding Effect.** The rights and obligations set forth in this First Amended Agreement shall run with and bind the Property as covenants running with the Property, and this First Amended Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this First Amended Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developers upon execution of this First Amended Agreement.
18. **Governing Laws.** This First Amended Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developers and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this First Amended Agreement.
19. **Entire Agreement / Amendment, Modification or Release.** This First Amended Agreement sets forth the entire agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developers and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this First Amended Agreement and this First Amended Agreement may not be amended, modified or released except by written instrument signed by the City and the Developers (or their successors and assigns, which may include, but not be limited to a Community Development District and/or a master property owners' association with appropriate authority over the Property), provided that, except for minor amendments to the Pattern Book that may be approved pursuant to the City's Land Development Regulations and Comprehensive Plan, such amendment, release or change has been approved by the City after public hearing, pursuant to Sections 163.3225, and 163.3229, Florida Statutes.
20. **Enforcement.** In the event that the Developers, their successors and/or assigns fails to act in accordance with the terms of the Project Approvals, the City shall seek enforcement of said violation upon the tract/building site or portion of that tract in which the violation is alleged to occur and not the entire Property. Enforcement of this First Amended Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this First Amended Agreement.
21. **Cumulative Remedies.** Nothing contained herein shall prevent the Developers from exercising their rights and remedies may have under law.
22. **Prevailing Party.** The prevailing party in any action or suit pertaining to or arising out of this First Amended Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

23. Severability. If any Section, sentence, clause, paragraph, or phrase of this First Amended Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.
24. Recordation of the Agreement. Within 14 days after the City executes this First Amended Agreement, the Developers shall record the First Amended Agreement with the Clerk of the Circuit Court of Miami-Dade County. A copy of the recorded First Amended Agreement shall be submitted to the state land planning agency within fourteen (14) days after the First Amended Agreement is recorded. This First Amended Agreement shall not be effective until it is properly recorded in the public records of Miami-Dade County and until thirty (30) days after having been received by the state land planning agency pursuant to Section 163.3239, F.S. (2010). The burdens of the First Amended Agreement shall be binding upon, and the benefits of this First Amended Agreement shall inure to, all successors in interest to the parties to the First Amended Agreement. The foregoing timeframes contained in this paragraph may be extended by the Director of Planning and Zoning, her/his successor(s) and/or designee.

The Developers agree that it shall be responsible for all recording fees and other related fees and costs related to the recordation and delivery of this Agreement as described in this section. Whenever an extension of any deadline is permitted or provided for under the terms of this First Amended Agreement, at the request of the either party, the other party shall join in a short-form recordable memorandum confirming such extension to be recorded in the public records of Miami-Dade County.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

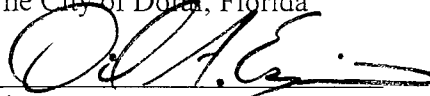


City Clerk

CITY OF DORAL, FLORIDA,
a Florida municipal corporation

By:  _____
2 day of November, 2016

Approved as to form and legality
By office of City Attorney for
The City of Doral, Florida



City Attorney

WITNESSES:

DEVELOPER:

[Signature]
Signature

Jose m. Jimenez
Print Name

[Signature]
Signature

JAMES WRIGHT
Print Name

CC-WCD TIC, LLC,
a Delaware limited liability company

[Signature]

By: Harold Eisenacher

Title: Vice President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS.

The foregoing instrument was acknowledged before me this 24 day of October, 2016, by Harold Eisenacher VP of CC-WCD TIC, LLC, a Delaware limited company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 6.12.17

[Signature]
Notary Public, State of Florida
Lissette Viera
Print Name



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) and the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) and the Southwest quarter (S.W. 1/4) of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

TOGETHER WITH:

The South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northeast quarter (N.E. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4), all in Section 22, Township 53 South, Range 40 East, Dade County, Florida.

LESS:

The Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the West half (W. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

That portion of the Plat of DORAL RIGHT OF WAY, according to the Plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Dade County, Florida, lying East of the West line of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

A Parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 22; thence run North, along the west line of the S.W. 1/4 of said Section 22 and along the centerline of N.W. 87th Avenue as shown on the plat of DORAL RIGHT OF WAY, Plat Book 104, Page 93, for a distance of 103.05 feet to a point; thence run East for a distance of 40.00 feet to a point on the east right-of-way line of said N.W. 87th Avenue and the POINT OF BEGINNING of the following described parcel of land; thence run North, along said easterly right-of-way line of N.W. 87th Avenue, for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East, along said east right-of-way line of N. W. 87th Avenue, for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of 9°36'22" to a point; thence run North 87°45'52" East for a distance of 134.24 feet to a point; thence run South 53°14'24" East for a distance of 200.00 feet to a point; thence run South 01°45'36" West for a distance of 665.00 feet to a point; thence run South 88°14'24" East for a distance of 630.00 feet to a point; thence run North 01°45'36" East for a distance of 239.29 feet to a point; thence run North 78°45'36" East for a distance of 75.00 feet to a point; thence run South 11°14'24" East for a distance of 540.00 feet to a point on the north right-of-way line of N.W. 41st Street; thence run North 88°14'24" West, along the north right-of-way line of N.W. 41st Street and along the line parallel to and 80.00 feet North of the south line of the S.W. 1/4 of said Section 22, for a distance of, 1,109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly, along the east right-of-way line of the aforementioned N.W. 87th Avenue and along the arc of said curve, for a distance of 38.50 feet, through a central angle of 88°14'24" to the point of tangency and the POINT OF BEGINNING.

Said lands lying in Dade County, Florida, containing 130.15 acres more or less.

EXHIBIT B

PATTERN BOOK

EXHIBIT C

REPRESENTATIVE TRIP GENERATION RATES**White Course
Land Use Exchange Matrix**

From:		To:					
		Office	Retail	Condo/TH	Single Family	Middle School	High School
Office	1,000 SF converts into:	1,000 SF	985.87 SF	3.50 DU	1.35 DU	10.51 Student	12.8 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.55 DU	1.37 DU	10.66 Student	12.98 Student
Res. Condo/Townhouse	1 DU converts into:	285.70 SF	281.66 SF	1 DU	0.39 DU	3.00 Student	3.66 Student
Single Family	1 DU converts into:	738.70 SF	728.26 SF	2.59 DU	1 DU	7.76 Student	9.45 Student
Middle School	1 Student converts into:	95.18 SF	93.83 SF	0.33 DU	0.13 DU	1 Student	1.22 Student
High School	1 Student converts into:	78.13 SF	77.03 SF	0.27 DU	0.11 DU	0.82 Student	1 Student

Source: David Plummer & Associates

EXHIBIT D

LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NUMBER 2012-09 AS AMENDED AND REPLACED BY CITY OF DORAL ORDINANCE NUMBER 2016-18.
- II. PATTERN BOOK. (ATTACHED AS EXHIBIT B, ABOVE)
- III. AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
- IV. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE OF THE ORIGINAL APPROVAL (MARCH 28, 2012).
- V. COMPREHENSIVE PLAN IN EFFECT AS OF THE EFFECTIVE DATE OF THE ORIGINAL APPROVAL (MARCH 28, 2012).

EXHIBIT E
IMPACT FEES

Applicable Impact Fee Provisions

- A. Roadways: Chapter 65, City of Doral Code (in effect on or before March 28, 2012)
- B. Police: Chapter 65, City of Doral Code (in effect on or before March 28, 2012)
- C. Parks: Chapter 65, City of Doral Code (in effect on or before March 28, 2012)
- D. Fire: Chapter 33J, Miami-Dade Code (City of Doral Code)
- E. Water and Sewer: Chapter 32, Miami-Dade Code (City of Doral Code); Miami-Dade County Administrative Order No. 4-110
- F. Schools: Chapter 33K, Miami-Dade Code (City of Doral Code)

EXHIBIT F

TRANSPORTATION IMPROVEMENTS

Improvement	Cost
NW 58 Street/NW 87 Avenue: Construction of an additional westbound left turn lane	\$63,800.00
NW 58 Street/NW 87 Avenue: Construction of a northbound right turn lane	\$39,875.00
NW 58 Street/NW 87 Avenue: Installation of northbound and southbound right turn signals	\$75,400.00
NW 58 Street/NW 79 Avenue: Construction of one eastbound right turnlane	\$39,875.00
NW 58 Street / NW 79 Avenue:reconfiguration of the northbound approach to one combined left and through lane plus two exclusive right turn lanes	\$8,494.10
NW 58 Street / NW 79 Avenue: Installation of northbound right turn signals at this intersection subject	\$40,600.00
NW 41 Street / NW 82 Avenue: Construction a new southbound approach lane	\$114,840.00
NW 41 Street / NW 82nd Avenue: Signalization of the Intersection	\$384,250.00
NW 41 Street / NW 82nd Avenue: Construction of eastbound and westbound left turn lanes	\$63,800.00
NW 36 Street/ NW 82 Avenue: Add a southbound right turn lane	\$39,875.00
NW 87 Avenue/ White Course Drive: Signalization of the Intersection	\$384,250.00
NW 41 Street: reimburse the City for the actual costs of construction for the portion of the 41st Street Improvements on the north side of NW 41st Street that abuts the Property.	\$1,700,754.25
2 Trolleys for Downtown Doral Service	\$400,000.00
Downtown Doral Bus Stops (4 Locations)	\$124,000.00
Total	\$3,479,813.35

EXHIBIT G

TRIANGLE PARCEL

Legal description of the Triangle Parcel:

Lot 2 of Block 3 of that certain Downtown Doral Northwest Plat recorded June 12, 2012 under Plat Book 169, Page 34 in the Public Records of Miami-Dade County, Florida.